

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

BEFORE THE CHIEF PROCUREMENT
OFFICER FOR CONSTRUCTION

IN THE MATTER OF: BID PROTEST

DECISION

PREFERRED CONSTRUCTION
CO., INC.

CASE NO. 2009-008

v.

SOUTH CAROLINA CRIMINAL
JUSTICE ACADEMY

POSTING DATE:
DECEMBER 29, 2008

CJA FACILITIES MANAGEMENT
SHOP CLASSROOM
PROJECT N20-9599-SG

This matter is before the Chief Procurement Officer for Construction (CPOC) pursuant to a request by Preferred Construction Co., Inc., (Preferred) under the provisions of section 11-35-4210 of the South Carolina Consolidated Procurement Code, for an administrative review of the CJA Facilities Management Shop Classroom bid ("the Project"), for the South Carolina Criminal Justice Academy (CJA). Preferred protests CJA's posting of a Notice of Intent to Award a contract for the project to Camden Construction, LLC (Camden).

After attempting to settle this matter, the CPOC conducted an administrative review by hearing pursuant to S.C. Code Ann. §11-35-4210(4). At the hearing, attorney Henry P. Wall represented Preferred, Mr. Doug White, president of Camden, represented Camden, and attorney Henry Ray Wengrow represented CJA. At the hearing, the parties submitted into evidence Exhibits 1 and 2. During the hearing, the CPOC heard oral arguments and took testimony. This decision is based on the evidence and testimony presented at the hearing and applicable law.

NATURE OF THE PROTEST

Preferred's letter of protest is attached and incorporated herein by reference. [Ex. A]

FINDINGS OF FACT

The following dates and facts are relevant to the protest:

1. On October 6, 2008, CJA advertised for bids. [Ex. B]
2. On October 27, 2008, CJA issued Addendum No. 1. [See Hearing Ex. 1]
3. CJA issued two additional Addenda that apparently only made clarifications to the solicitation and had no impact of any nature on price, quantity, quality, or time.
4. On October 30, 2008, Tricia Kuna, architect for CJA, sent out an email requesting potential bidders to acknowledge receipt of Addendum No. 2 and also to notify her if they had not received Addendum No. 1. [See Hearing Ex. 2, page 8]
5. On October 31, 2008, Mr. White of Camden sent a reply email that stated "Receipt Acknowledged". [See hearing Ex. 2, page 8]
6. At 2 PM on November 6, 2008, CJA opened 16 bids. [See Hearing Ex. 2, pages 10 – 12]
7. Camden submitted a low bid of \$186,398 but failed to acknowledge on the bid form the receipt of any of the addenda. [See Hearing Ex. 2, page 1]
8. At 5:25 PM on November 6, 2008, Camden sent CJA an affidavit acknowledging receipt of addendums 1, 2, and 3. This affidavit further acknowledges that the addendums were included in and a part of Camden's bid. [See Hearing Ex. 2, page 13]
9. On November 10, 2008, CJA posted of Notice of Intent to Award a contract to Camden. [Ex. C]
10. On November 20, 2008, the CPOC received Preferred's protest.

APPLICABLE LAW

The applicable code provision is unambiguous and states (in part) as follows:

(13) Minor Informalities and Irregularities in Bids. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to bidders. The procurement officer shall either give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive any such deficiency when it is to the advantage of the State. Such communication or determination shall be in writing. Examples of minor informalities or irregularities include, but are not limited to:

(d) failure of a bidder to acknowledge receipt of an amendment to a solicitation, **but only if:**

(i) the bid received indicates in some way that the bidder received the amendment, such as where the amendment added another item to the solicitation and the bidder submitted a bid, on it, if the bidder states under oath that it received the amendment before bidding and that the bidder will stand by its bid price; or

(ii) the amendment has no effect on price or quantity or merely a trivial or negligible effect on quality or delivery, and is not prejudicial to bidders, such as an amendment correcting a typographical mistake in the name of the governmental body...” [emphasis added]

CONCLUSION OF LAW

Preferred argues that Camden’s bid was non-responsive due to Camden’s failure to acknowledge the addenda on its bid. CJA and Camden argue that Camden’s bid was responsive because they believe that Camden’s omission was only a minor informality under the Instruction to Bidders and S.C. Code Ann § 11-35-1520(13).

The Instructions to Bidders provide:

3.4.6 Bid Forms wherein the Bidder fails to acknowledge all issued Addenda by number shall be rejected as non-responsive, except for the following:

3.4.6.3 The Addendum clearly would have had no effect or merely a trivial or negligible effect on price, ...

(1) Trivial Or Negligible Effect shall be defined as an increase in the Base Bid amount of the apparent low bidder, not to exceed one percent (1%) of the Base Bid amount.”

Both Preferred and Camden presented testimony that Addendum No. 1 had an effect on price. Mr. David Argo, vice president for Preferred, testified that Addendum No. 1 added more than \$5,000 to the cost of the project, an amount in excess of 1% of the base bid amount. On the other hand, Mr. White testified that the increase was about \$1,000.00, an amount less than 1% of the base bid amount and contended that Camden’s failure to acknowledge Addendum No. 1 was therefore a minor informality under the Instructions to Bidders.

In 1993, Section 11-35-1520 was amended by 1993 Act 178 to, among other things, add subsection (13) pertaining to minor informalities and irregularities in bids. Under that amendment, Section 11-35-1520(13)(d)(ii) provided that failure to acknowledge an addendum is a minor informality if the

“amendment has no effect or merely a trivial or negligible effect on price.” The language in the Instructions to Bidders regarding failure to acknowledge addenda reflects the language in the 1993 amendment. In 1998, Section 11-35-1520(13)(d) was amended by 1997 Act 153. Under the 1998 amendment, Section 11-35-1520(13)(d)(ii) provided that failure to acknowledge an addendum is a minor informality if the “amendment has no effect on price.” Therefore, if Addendum No. 1 has any effect on price, as Mr. White acknowledged in his testimony it did, the failure to acknowledge the Addendum in the bid is not a minor informality under Section 11-35-1520(13)(d)(ii).

CJA argues that Camden’s failure to acknowledge Addendum No. 1 was minor under Section 11-35-1520(13)(d)(i). This provision of the Procurement Code provides that failure to acknowledge an addendum is a minor informality if “the bid received indicates in some way that the bidder received the amendment, such as where the amendment added another item to the solicitation and the bidder submitted a bid, on it.” However, the bid form submitted by Camden does not indicate Camden intended to acknowledge and be bound by Addendum No. 1 nor does it indicate that Camden received Addendum No. 1.

Recognizing that it cannot rely on the bid received as an indicator, CJA relies on two documents submitted by Camden independent of its bid rather than as a part of its bid. CJA argues that the requirements of Section 11-35-1520(13)(d)(i) were satisfied by (1) Camden’s acknowledgement of the receipt of Addendum No. 1 in an email sent to the architect several days prior to the bid opening, and (2) Camden’s post bid opening affidavit acknowledging receipt of Addendum No. 1 and its incorporation into the bid price. However, the statute makes no mention of documents that were not a part of a bidders bid. Under the statute, the bid itself must indicate in some way that the bidder intended to be bound by the additional terms and condition of the addendum. The requirement that a bidder acknowledge receipt of all amendments to a solicitation with its bid is intended to protect the integrity of the competitive bid process. To allow a bidder to acknowledge receipt of an amendment independent of its bid allows the “bidder ‘two bites at the apple,’ by giving it sole discretion to accept or reject the contract after bid opening by affirming or denying that it intended to be bound by the amendment and hence the agreement.” *Met Electrical Testing, Inc.*, 1981 WL 22477, 60 Comp. Gen. 321 B-201146. Camden’s bid, as submitted, contains no indication that Camden intended to be bound by the requirements of Addendum No. 1.

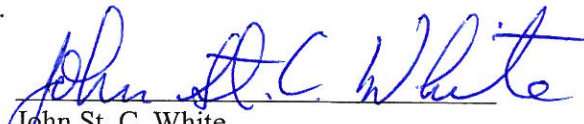
CJA argues that even if Camden’s Prebid and post bid acknowledgements of Addendum No. 1 did not meet the strict requirements of Section 11-35-1520(13)(d) they are sufficient to treat Camden’s failure to

Acknowledge Addendum No. 1 on its bid as a minor informality under the first sentence of Section 11-35-1520(13). This provision states that a minor informality is one “which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect or merely a trivial or negligible effect on total price...” This general requirement would allow a deviation that has a trivial or negligible effect on price. However, the specific controls over the general. Capco of Summerville, Inc., v. J.H. Gayle Construction Company, 368 S.C. 137, 628 S.E.2d 38 (2006). Section 11-35-1520(13)(d) specifically address acknowledgement of addenda, while the first sentence of Section 11-35-1520(13) does not. Section 11-35-1520(13)(d) provides that failure to acknowledge an amendment to a solicitation is minor “**only**” if one of the conditions listed in subsection (13)(d)(i) or (ii) are met. Neither of these conditions have been met in this case.

DECISION

It is the decision of the Chief Procurement Officer for Construction that Camden’s bid, by failing to acknowledge receipt of the addenda, is not responsive, and such failure is not minor under S.C. Code Ann. § 11-35-1520(13)(d).

For the foregoing reasons the Protest is granted.



John St. C. White
Chief Procurement Officer
For Construction


Date

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: www.procurementlaw.sc.gov

FILE BY CLOSE OF BUSINESS: Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 83.1 of the 2008 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410(4). . . . Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of hardship, the party shall submit a notarized affidavit to such effect. If after reviewing the affidavit the panel determines that such hardship exists, the filing fee shall be waived." 2008 S.C. Act No. 310, Part IB, § 83.1. PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, a business must retain a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003).

ADDENDUM NO. 1**CONTRACT DOCUMENTS FOR**
CJA FACILITIES MANAGEMENT SHOP TO CLASSROOM**PROJECT NO. N20-9599-SG****October 27, 2008**

NOTE: THIS ADDENDUM IS BEING SENT TO CONTRACTORS WHO ATTENDED THE MANDATORY PRE-BID CONFERENCE. IT IS THE RESPONSIBILITY OF THESE CONTRACTORS TO NOTIFY SUBCONTRACTORS, VENDORS AND MATERIAL SUPPLIERS OF THIS ADDENDUM.

The following Contractors attended the Mandatory Pre-bid and will be eligible to submit bids on this project:

Accent Contracting, Inc.
Ascent Construction Co., Inc.
Boykin Contracting, Inc.
Camden Construction LLC
CARBRA Construction Co. LLC
Construction Concepts & Innovation
Core Construction Co., Inc.
Eddins Electrical, Inc.
Ideal Construction Company SC, LLC
J. C. Construction Inc.
Konstruction Services Inc.
Lindler Construction Co., Inc.
Lyn-Rich Constracting Company, Inc.
Mar Construction
Monteray Construction, Inc.
MSI Construction Co., Inc.
Murphy Contracting, Inc.
Preferred Construction Co., Inc.
Premier Construction Services Inc.
Priority Construction Co., Inc.
Pyramid Contracting
Turner Construction Company
Tyler Construction Group, Inc.

GENERAL:

1. Replace existing ridge flashing on metal roof.

SPECIFICATIONS:

1. On SE-310, Invitation for Construction Bids, change location of receiving bids from CJA Administration Building Conference Room to CJA OFM Building 31 (CJA Warehouse).

DRAWINGS:

1. Sheet E3 – Lighting Plan. Contractor is to remove all existing exterior building mounted lights complete. Contractor is to provide the following lights and quantities to be mounted on the exterior of the building at locations determined by the Owner in the field. Contractor is to include all material, labor, and miscellaneous costs in his/her bid to provide a complete and operational lighting system as described herein. Contractor is to provide:
 - A. One (1) - Type “F” down-light fixture at covered entry on Plan West side leading into existing Corridor.
 - B. Four (4) – New wet location listed, low glare, sharp cut-off Architectural style wall pack with pulse start 175 watt metal halide lamp and ballast. Lithonia type WST -175-WT-TB or equal of Hubbell or Insight. Color selected by Architect. Locate one fixture on each side of the building as directed by owner.
 - C. Connect all exterior mounted fixtures to existing circuit (HA-13 – Verify) and wire via a new time clock/PE cell to be mounted adjacent to panel.
2. Sheet E4 – Power Plan. Contractor is to provide a 120V connection to three (3) new attic fans (AF-1, 2, & 3) provided by Mechanical. Route 3 #12 in a 3/4” conduit to each fan. Also provide a 120V connection to existing attic fan that is to remain. See sheet M1 and coordinate locations in the field with Mechanical Contractor prior to rough-in. Wire fans AF-1 & 2 to a new 20A/1P circuit breaker at LA2-39 and fans AF-3 & Existing Fan to a new 20A/1P circuit breaker at LA-41.

END OF ADDENDUM NO. 1



SE-330 Bid Form

2008 Edition

Bids shall be submitted only on SE-330

BID SUBMITTED BY: Comden Construction, LLC
(Bidder's Name)

BID SUBMITTED TO: South Carolina Criminal Justice Academy
(Agency Name)

FOR PROJECT: N20-9599-SG CJA Facilities Management Shop to Classroom
(Number) (Name)

OFFER

1. In response to the Form SE-310, *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into a Contract with the AGENCY in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Pursuant to Section 11-32-3030(1) of the SC Code of Laws, as amended, **BIDDER** has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

☒ Bid Bond with Power of Attorney ☐ Electronic Bid Bond ☐ Cashier's Check
(BIDDER check one)

3. **BIDDER**, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form, it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. **BIDDER** acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:

ADDENDUM No: _____

5. **BIDDER** accepts all terms and conditions of the *Invitation for Construction Bids*, including, without limitation, those dealing with the disposition of Bid Security. **BIDDER** agrees that this Bid, including all Alternate Base Bids, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 Days following the Bid Date, or for such longer period of time that **BIDDER** may agree to in writing upon request of the AGENCY.

6. **BIDDER** herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

6.1 BASE BID WORK (BASE BID NO. 1) (as indicated in the *Bidding Documents* and generally described as follows):
Work consists of renovations to existing 5,000 square foot structure to create two classrooms and accessory spaces of approximately 3,600 square feet. Work includes HVAC, Plumbing, Electrical, Interior Partitions and Ceilings.

X \$186,398, which sum is hereafter called the **BASE BID No. 1**.
(enter BASE BID in figures only)

SE-330 - Bid Form

6.2 ALTERNATE BASE BIDS (as indicated in the Bidding Documents and generally described as follows):

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
BASE BID NO. 2	N/A	
BASE BID NO. 3	N/A	

6.3 UNIT PRICE WORK

BIDDER offers for the Agency's consideration and use the following **UNIT PRICES**. The **UNIT PRICES** offered by **BIDDER** indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. **UNIT PRICES** include all costs to the Agency, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Agency reserves the right to include or not to include any of the following **UNIT PRICES** in the Contract and to negotiate the **UNIT PRICES** with **BIDDER**.

<u>No.</u>	<u>ITEM</u>	<u>Base Bid Qty.</u>	<u>Unit of Measure</u>	<u>ADD</u>	<u>DEDUCT</u>
N/A					

SE-330 Bid Form

2008 Edition

LISTING OF PROPOSED SUBCONTRACTORS

1. A Subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers and fabricators are not Subcontractors and are not to be listed.
2. Bidder must list in its bid the name of only those Subcontractors that will perform the work so identified in the Invitation.
3. If Bidder determines to use its own employees to perform any portion of the work listed below, and if Bidder is qualified to perform such work under the terms of the Bidding Documents, Bidder must list itself in the appropriate place in its bid and not subcontract any of that work except with the approval of the Agency for good cause shown.
4. Bidder's failure to list a Subcontractor for each listed Specialty Subcontractor will render the BID non-responsive.
5. A Subcontractor listed for an Alternate Base Bid must be used for all work if the Alternate Base Bid is accepted.
6. Bidder hereby states its commitment to use the below-listed Subcontractors in the performance of the Subcontractor Specialty work listed:

SUBCONTRACTOR SPECIALTY (COMPLETED BY A/E)	SUBCONTRACTOR OR PRIME CONTRACTOR'S NAME (MUST BE COMPLETED BY BIDDER)	SUBCONTRACTOR'S SC LICENSE NUMBER (For Information)
BASE BID 1		
HVAC	X Air claws Heating + Cooling	X M103441
Plumbing	X A + T Plumbing	X M101121
Electrical	X Creations Electrical	X M108801
BASE BID 2		
N/A		
BASE BID 3		
N/A		

SE-330 Bid Form

2008 Edition

TIME OF CONTRACT PERFORMANCE

BIDDER hereby agrees to complete the construction work in accordance with the following schedule:

1. The **DATE OF COMMENCEMENT** shall be established in Form SE-390, *Notice to Proceed*. The **BIDDER** shall not incur any expense chargeable to this Project until the Contract has been executed by both the Agency and the Contractor, and a Notice to Proceed has been issued.
2. The **DATE OF SUBSTANTIAL COMPLETION**, to be documented on Form SE-550A, *Certificate of Substantial Completion*, shall be (150) **CALENDAR DAYS** from the **DATE OF COMMENCEMENT** set forth in the SE-390, subject to adjustments as provided in the Contract Documents.
3. The **DATE OF FINAL COMPLETION**, to be documented on Form SE-560C, *Certificate of Final Completion*, shall be (15) **CALENDAR DAYS** from the **DATE OF SUBSTANTIAL COMPLETION**, subject to adjustments as provided in the Contract Documents.

LIQUIDATED DAMAGES AND EARLY COMPLETION AWARD

1. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step One Liquidated Damages** the amount of \$100.00 for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** exceeds the specified or adjusted Contract time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.
2. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step Two Liquidated Damages** the amount of \$100.00 for each calendar day the actual construction time required to achieve **FINAL COMPLETION** exceeds the specified or adjusted Contract Time for **FINAL COMPLETION**, as provided in the Contract Documents.
3. The undersigned further agrees that in full and complete satisfaction for the best efforts of the undersigned to achieve **SUBSTANTIAL COMPLETION** before the date established above, the Agency shall pay the undersigned an **Early Completion Award** in the amount of N/A for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** is less than the originally specified Contract Time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.

AGREEMENTS

By submitting this Bid, **BIDDER** hereby agrees to the following terms and conditions:

1. An incomplete Bid, or information not requested that is written on or attached to this Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.
2. The failure of the **BIDDER** to indicate a price for an **ALTERNATE BASE BID** shall render the Bid non-responsive. A typed or printed "No Bid", or words of similar meaning, shall render the Bid non-responsive.
3. The **BIDDER** shall list only **SUBCONTRACTORS** (as defined in the Bidding Documents) who are qualified to perform items of work as specified in the Bidding Documents or as required by any material or equipment substitutions approved at the time of bidding. No **BIDDER** whose Bid is accepted shall substitute another entity as **SUBCONTRACTOR** in place of the **SUBCONTRACTOR** listed in the original Bid, except for one or more of the reasons allowed by the SC Code of Laws.
4. The failure of the **BIDDER** to provide the name(s) of listed **SUBCONTRACTORS** in accordance with the SC Code of Laws shall render the Bid non-responsive.
5. Unless otherwise provided in the Bidding Documents, **BIDDER** will provide Performance and Labor and Material Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in cancellation of the Notice of Intent to Award and forfeiture of the Bid Bond.
6. **BIDDER** agrees to provide all information requested by the **AGENCY** to support the **AGENCY'S** evaluation and determination of the **BIDDER'S** responsibility, including completion of Form SE-350, *Questionnaire for Contractors*. The Questionnaire shall be completed fully and returned to the **AGENCY** within SEVEN (7) DAYS from date of receipt by the **BIDDER** by certified mail. The completed Form SE-350 must be received by the Agency no later than the close of business on the seventh day. Failure by **BIDDER** to supply requested information with respect to responsibility may be grounds for a determination of non-responsibility.
7. The **BIDDER** certifies that it will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.

SE-330 Bid Form

2008 Edition

8. At any time prior to the issuance of the Notice to Proceed for this Project, this Contract may be canceled for the convenience of the State.

9. Neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the Form SE-335 included in the Bidding Documents.

(Electronic Bid Bond Number)

(Signature and Title)

BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____

OR

SOCIAL SECURITY NUMBER: _____

20-3105302

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

BD 5

(Classification)

Building

(Subclassification)

Unlimited

(Limitations)

112033

(SC Contractor's License Number)

SIGNATURE

Jay R. Miller, President Camden Construction, LLC

(Legal Name of Person, Firm or Corporation Submitting Bid)

330 Canada Dr Camden, SC 29020

(Mailing Address for the above)

Jay R. Miller

BY:

(Signature)

11/6/08

(Date)

President

(Title)

803-243-9876

(Phone)



SE-335 Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS THAT

CAMDEN CONSTRUCTION, LLC

330 Canada Dr., Camden, SC 29020

(Insert full name and address or legal title of Bidder)

hereinafter referred to as "Principal," and

Old Republic Surety Company P.O. Box 569480 Dallas, TX 75356-9480

(Insert full name and address of principal place of business of Surety)

a corporation duly organized and existing under the laws of the State of TEXAS, with its principal office in the City of DALLAS, and authorized to transact business in this State, hereinafter called the "Surety", are jointly and severally held and firmly bound unto

South Carolina Criminal Justice Academy

(Insert full name of Agency)

hereinafter referred to as "Obligee", the sum of \$500,000.00, being the sum of the Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for

N20-9599-SG CJA - Facilities Management Shop to Classroom

(Insert the State Project Number & Name as found on the SE-330, Bid Form)

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that default of Principal shall occur upon the failure of the Principal to deliver, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Obligee), the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents. This obligation shall be null and void if the Obligee shall accept Principal's Bid and Principal delivers, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Obligee), the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or all Bids are rejected by Obligee; or Obligee fails to issue a Notice of Intended Award to Principal within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Principal). Payment under this Bond shall be due and payable in full upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from Obligee, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue the Notice of Intended Award agreed to in writing by Obligee and Principal. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Bidding Documents and the laws of the State of South Carolina. Surety shall cause to be attached to the Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

IN WITNESS WHEREOF, Surety and Principal, intending to be legally bound hereby, subject to the terms stated above, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

DATED this third day of November, 2008 BOND NUMBER 2097072

PRINCIPAL

CAMDEN CONSTRUCTION, LLC

(Principal's Name)

BY:

Douglas R. White, President

ATTEST:

(Signature and Title) Witness

SURETY

Old Republic Surety Company

(Surety's Name)

BY:

Joe Upchurch, Attorney-in-fact

ATTEST:

(Signature and Title) Witness



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

LAWRENCE VICTOR JOWERS, JR., JOE UPCHURCH, OF CAMDEN, SC

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

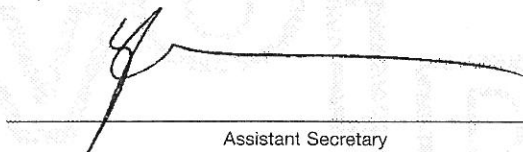
RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

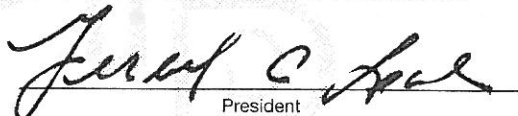
IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15TH day of OCTOBER, 2008.


Assistant Secretary

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

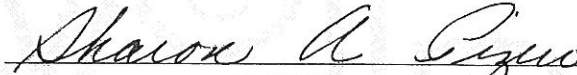


OLD REPUBLIC SURETY COMPANY


President

On this 15TH day of OCTOBER, 2008, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
01/18/2009

My commission expires:


CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-7885

UPCHURCH & JOWERS INSURANCE

Signed and sealed at the City of Brookfield, WI this 3rd day of November, 2008


Assistant Secretary

From: Camden Construction [camdenconstruction@gmail.com]
Sent: Friday, October 31, 2008 8:12 AM
To: Kuna, Tricia
Subject: Re: CJA - Facilities Management Shop to Classroom Addendum 2
Receipt Acknowledged

Doug White
Camden Construction

On Thu, Oct 30, 2008 at 9:54 AM, Kuna, Tricia <triciakuna@scdps.net> wrote:

For those who haven't already done so, please acknowledge this Addendum and let me know if you haven't received Addendum 1.

Thank you,

Tricia Kuna

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From: Camden Construction [camdenconstruction@gmail.com]
Sent: Friday, October 31, 2008 8:12 AM
To: Kuna, Tricia
Subject: Re: Facilities Management Shop to Classroom Addendum 3
Receipt Acknowledged

Doug White
Camden Construction

On Thu, Oct 30, 2008 at 2:17 PM, Kuna, Tricia <triciakuna@scdps.net> wrote:

This Addendum is for clarification. The CASH ALLOWANCES section attached was omitted from the specifications, but the same information is covered in SECTION 0420 on page 3. Please acknowledge receipt.

Thank you,

Tricia Kuna

DPS Architect

CONTRACTOR	Bid Sec	Add 1	Add 2	Add 3	BASE BID	SUBCONTRACTORS		
						1 HVAC	2 Plumbing	3 Electrical
Accent Contracting, Inc.	✓	✓	✓	✓	\$215,400.00	Temprite	Merritt	Cashion
Ascent Construction Co., Inc.	✓	✓	✓	✓	\$294,500.00	W.B. Thomason	Artisan Mech	AScent Construction
Boykin Contracting, Inc.	✓	✓	✓	✓	\$281,745.00	Aire Serv. Heating & Air Cond.	Elite Plumbing	Boykin
Camden Construction LLC	✓	✓	✓	✓	\$136,393.00	Air Claws	A & T Plumb.	Creations Eket.
CARBRA Construction Co., LLC	✓	✓	✓	✓	\$273,581.13	W.B. Thomason	Artisan	Hamilton Electric
Construction Concepts & Innovations								
Core Construction Co., Inc.	✓	✓	✓	✓	\$242,993.00	Air Claws	A & T Plumbing	Palmetto State Eket.
Eddins Electrical, Inc.	✓	✓	✓	✓	\$289,000.00	Custom Air	Palmetto	Eddins

ENB AK

CONTRACTOR	Bid Sec	Add 1	Add 2	Add 3	BASE BID	1 HVAC	2 Plumbing	3 Electrical
Ideal construction Company SC, LLC	✓	✓	✓	✓	\$227,937.00	Air Claws	Cannon	Cashion
J.C. Construction Inc.	✓	✓	✓	✓	\$254,287.00	WB Thomason	MIKE Co.	Ziegler Elect.
Konstruktion Services Inc.	✓	✓	✓	✓	\$237,142.00	WB Thomason	Merritt Plumbing	Creations Elect.
Lindler Construction Co., Inc.								
Lyn-Rich Contracting Company, Inc.	✓	✓	✓	✓	\$251,700.00	Air Claws	Billy Sturkie	Corkey Elect.
Monteray Construction, Inc.								
MSI Construction Co., Inc.	✓	✓	✓	✓	\$242,569.00	Air Claws H&C	A#7 Plumb.	MSI Const. Co.
Murphy Contracting, Inc.	✓	✓	✓	✓	\$237,558.00	Air Claws H&C	A#7 Plumb.	Palmetto State Elect.
Preferred Construction Co., Inc.	✓	✓	✓	✓	\$193,800.00	Air Claws H&C	Merritt	Dayley Enterprises

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AA PRK

CONTRACTOR	Bid Sec	Add 1	Add 2	Add 3	BASE BID	1 HVAC	2 Plumbing	3 Electrical
Pyramid Contracting	✓	✓	✓	✓	\$243,193.00	Air Claws	Gamble	Palmetto State
Turner Construction Company								
Tyler Construction Group, Inc.	✓	✓	✓	✓	\$249,900.00	Air Claws	A & T Plumb,	Cashier Elect.

I hereby certify this is an accurate and true representation.

James A. Jones 11/6/08 (Date)

Ed Dumas 11/6/08

November 6, 2008

From: Camden Construction, LLC
330 Canada Drive
Camden, SC 29020
803-243-9876
803-432-0770

To Whom it may concern:

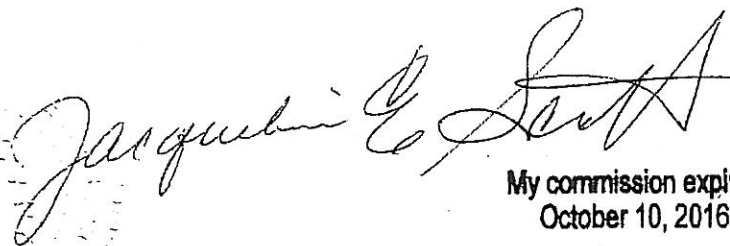
We have received addendums 1, 2 and 3 as acknowledged in e-mails dated 10/30/08 to Tricia Kuana. These addendums were included in our bid, and we acknowledge that they are part of the base bid, and will not seek any additional compensation related to these addendums.

Sincerely,



Douglas R. White
President

6th Day of November 2008



My commission expires
October 10, 2016

Jacqueline Scott

State of South Carolina
County of Kershaw

BRUNER, POWELL, ROBBINS, WALL & MULLINS, LLC

ATTORNEYS AND COUNSELORS AT LAW

1735 ST. JULIAN PLACE, SUITE 200

POST OFFICE BOX 61110

COLUMBIA, SOUTH CAROLINA 29260-1110

TELEPHONE (803) 252-7693

FAX (803) 254-5719

WWW.BRUNERPOWELL.COM

JAMES L. BRUNER, P.A.
WARREN C. POWELL, JR., P.A.*
RONALD E. ROBBINS, P.A.
HENRY P. WALL, P.A.
E. WADE MULLINS, III, P.A.

* Also Admitted in District of Columbia

BRIAN P. ROBINSON, P.A.
WESLEY D. PEEL, P.A.
JOEY R. FLOYD, P.A.
WILLIAM D. BRITT, JR., P.A.

LEAH EDWARDS GARLAND

November 20, 2008

AUTHOR'S E-MAIL: HWall@BrunerPowell.com

VIA HAND DELIVERY

John St. Clair White, PE
Office of the State Engineer
1201 Main Street, Suite 600
Columbia, SC 29201

RCVD MMQ

**Re: Bid Protest Criminal Justice Academy
Project N20- 9599-SG
Facilities Management Shop**

NOV20 '08 TH 3:35PM

Dear Mr. White:

On behalf of my client, Preferred Construction ("Preferred"), I hereby protest the intended award of this Project to Camden Construction ("Camden") pursuant to S.C. Code §11-35-4210. The grounds for this protest are that Camden failed to properly acknowledge all addendums to the bid and therefore submitted a non-responsive bid. Consequently, the Project should be awarded to the lowest, responsive, responsible bidder, Preferred.

§11-35-1510 provides failure to acknowledge an addendum may be waived only in the following limited circumstances:

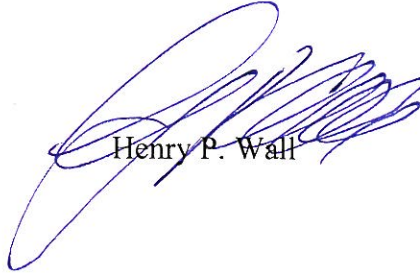
(d) failure of a bidder to acknowledge receipt of an amendment to a solicitation, but only if:

- (i) the bid received indicates in some way that the bidder received the amendment, such as where the amendment added another item to the solicitation and the bidder submitted a bid, on it, if the bidder states under oath that it received the amendment before bidding and that the bidder will stand by its bid price; or
- (ii) the amendment has no effect on price or quantity or merely a trivial or negligible effect on quality or delivery, and is not prejudicial to bidders, such as an amendment correcting a typographical mistake in the name of the governmental body;

Addendum Number One has a value of in excess of \$5,000.00 thus taking it out of this category. Moreover, the instructions to bidders provide that in order to be waived the addendum should involve a value of less than one percent of the bid to constitute a waivable omission.

Preferred requests that you review this matter and revoke the notice of intent to award and award the project to Preferred in accordance with South Carolina law.

With regards,

A handwritten signature in blue ink, appearing to read "Henry P. Wall", is written over the printed name. The signature is stylized with a large loop at the beginning and several horizontal strokes.

Cc: Mr. David Argoe

The project includes all the work described in the drawings & specifications, but not limited to CMU / metal stud backup with brick & metal panel veneer, metal building steel structural system, standing seam roof, & finishes, & all associated mechanical, plumbing, & fire suppression systems, & electrical work. EDA Supplemental General Conditions apply to this project. Contractor may be subject to performance appraisal at close of project.

Construction Cost Range: \$2,000,000 - \$5,000,000

Architect/Engineer: Quackenbush Architects + Planners

A/E Contact: Barb Haller

A/E Address: 1217 Hampton St., Columbia, SC 29201

A/E Telephone: (803) 771-2999

A/E Fax: (803) 771-2858

A/E E-mail: bhaller@quackenbusharchitects.com

Plans on File At:

AGC: Columbia

Dodge: Columbia

Other: Hispanic Contractors

Plans May Be Obtained From: Quackenbush Architects + Planners

Plan Deposit: \$80.00, refundable

Pre-Bid Conf./Site Visit: Mandatory

Pre-Bid Date/Time: 10/23/08 - 10:00am

Place: O-C Tech, Building "C", Room 118

Agency/Owner: Orangeburg-Calhoun Technical College

Agency Coordinator: James Bryant

Address: 3250 St. Matthews Rd., Orangeburg, SC 29118

Telephone: (803) 535-1330

Fax: (803) 535-1241

E-mail: bryantj@octech.edu

Bid Due Date/Time: 11/4/08 - 2:00pm

Place: O-C Tech, Building "C", Room 118

Hand Deliver Bids To: Orangeburg-Calhoun Technical College, 3250 St. Matthews Rd., Building A, Room 1019, Orangeburg, SC 29118, Attn.: Scarlet Geddings

Mail Bids To: Orangeburg-Calhoun Technical College, 3250 St. Matthews Rd., Orangeburg, SC 29118, Attn.: Scarlet Geddings

Project Name: C.J.A. - FACILITIES MANAGEMENT SHOP TO CLASSROOM

Project Number: N20-9599-SG

Location: 5410 Broad River Rd., Columbia, SC 29212

Applicable SCBO Notes: 2, 4, & 5

Bid Security Required: Yes

Performance Bond Required: Yes

Payment Bond Required: Yes

Description of Project: Work consists of renovations to existing 5,000 square foot structure to create two classrooms & accessory

spaces of approximately 3,600 square feet. Work includes HVAC, plumbing, electrical, interior partitions & ceilings. Contractor may be subject to performance appraisal at close of project.

Construction Cost Range: \$100,000 - \$500,000

Architect/Engineer: SCDPS staff architects

A/E Contact: Stewart Blume / Tricia Kuna

A/E Address: SCDPS Capital Improvements, 10311 Wilson Blvd., Blythewood, SC 29016

A/E Telephone: (803) 896-7809

A/E Fax: (803) 896-8019

A/E E-mail: stewartblume@scdps.net

Plans on File At:

AGC: Columbia

Dodge: Columbia

Plans May Be Obtained From: SC Dept. of Public Safety, Capital Improvements Office

Plan Deposit: \$100.00, refundable

Pre-Bid Conf./Site Visit: Mandatory

Pre-Bid Date/Time: 10/23/08 - 2:00pm

Place: CJA, Facilities Management Building 103, 5410 Broad River Rd., Columbia

Agency/Owner: SC Criminal Justice Academy

Name & Title of Agency Coordinator:

Russell O. Long, Administrator

Address: SCDPS Capital Improvements, 10311 Wilson Blvd., Blythewood, SC 29016

Telephone: (803) 896-7793

Fax: (803) 896-8019

E-mail: russelllong@scdps.net

Bid Due Date/Time: 11/6/08 - 2:00pm

Place: CJA Administration Building Conference Room

Hand Deliver Bids To: SC Criminal Justice Academy, J. P. Strom Building, Lobby, 5400 Broad River Rd., Columbia, SC 29212

Mail Bids To: SC Criminal Justice Academy, J. P. Strom Building, Lobby, 5400 Broad River Rd., Columbia, SC 29212

REQUEST FOR PROPOSALS

Project Name: CONSTRUCTION MANAGER AT RISK SERVICES

Project Number: 108-38-09-30

Location: School District of Pickens County

Bid Security Required: No

Performance Bond Required: Yes

Payment Bond Required: Yes

Description of Project: Construction manager-at-risk services for construction of new Dacusville Elementary School, new elementary school for the Liberty area, & new Technology / Career Center

Architect/Engineer: LS3P Associates, Ltd., for new Dacusville Elementary School & for new Liberty area elementary school; Jumper Carter

Sease Architects, PA, for new Technology / Career Center

A/E Address: For LS3P - 701-A Lady St., Columbia, SC 29201. For Jumper Carter Sease - 412 Meeting St., West Columbia, SC 29169

A/E Telephone: For LS3P - (803) 765-2418 & for Jumper Carter Sease - (803) 791-1020

Pre-Proposal Conf.: Mandatory. Wednesday, 10/15/08 - 10:00am at Central Services Board Room, 1348 Griffin Mill Rd., Easley, SC 29640-6997

Agency/Owner: School District of Pickens County

Name & Title of Agency Coordinator: Joe Tommie, Director of Construction Procurement

Address: 415 Ann St., Pickens, SC 29671

Telephone: (864) 878-6277

Bid Closing Date/Time: Thursday, 10/30/08 - 2:00pm

Place: Operational Services, 415 Ann St., Pickens, SC 29671

Project Name: ANDERSON REGIONAL JOINT WATER SYSTEM PHASE 1A TRANSMISSION IMPROVEMENTS

Project Number: 47768-62922

Location: Anderson

Bid Security Required: Yes, 5%

Performance Bond Required: Yes, 100%

Payment Bond Required: Yes, 100%

Description of Project: Installation of approximately 14,200 feet of 36-, 42-, & 48-inch ductile iron pipe from ARJWS WTP to existing 24-inch transmission main at Clemson Boulevard, including three stream crossings, one railroad crossing of the Norfolk Southern Railroad, & one trenchless road crossing at Clemson Boulevard; the construction of combination air relief valves & vaults; connecting to existing 24-inch water main at Clemson Boulevard; construction of two meter vaults & associated piping; erosion control; site cleanup, asphalt replacement, sodding & seeding; & other restoration; testing & miscellaneous work indicated on drawings & in project manual; replacement, protection, and / or relocation of miscellaneous utilities located along the project route

Architect/Engineer: Camp Dresser & McKee Inc.

A/E Address: 330 East Coffee St., Greenville, SC 29601

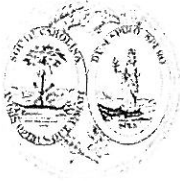
A/E Telephone: (864) 527-0478

Plans on File At:

AGC: Greenville

Dodge: Greenville

Plans May Be Obtained From: CDM, 330 East Coffee St., Greenville, SC 29601



SE-370 Notice of Intent to Award

2008 Edition

AGENCY: South Carolina Criminal Justice Academy
(Agency Name)

PROJECT: N20-9599-SG CJA - Facilities Management Shop to Classroom
(Project Number) (Project Name)

TO ALL BIDDERS:

The Agency has determined that the below-named Bidder is responsible in accordance with the requirements of the Bidding Documents and has submitted the lowest responsive Bid. The Agency hereby announces its intent to enter into a contract with this Bidder for the construction of the above-named Project, subject to the provisions of SC law.

NAME OF BIDDER(S): Camden Construction, LLC

DATE BIDS WERE RECEIVED: November 6, 2008

AMOUNT OF BASE BID: \$ 186,398.00

ALTERNATE(S) ACCEPTED: N/A Total: \$ 0

TOTAL AMOUNT OF BASE BID WITH ALTERNATE(S): \$ 186,398.00

Remarks: (In accordance with Chapter 6 of the OSE Manual, explain any negotiations that resulted in a change in either the Base Bid or the accepted Bid Alternates)
N/A

RIGHT TO PROTEST:

Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with the intended award or award of this Contract may protest to the State Engineer in accordance with Section 11-35-4210 of the SC Code of Laws at: CPO, Office of State Engineer, 1201 Main Street, Suite 600, Columbia, SC 29201, EMAIL: protest-ose@mimo.sc.gov

(Signature of Awarding Authority)

November 10, 2008
(Date Posted)

Russell O. Long
(Print or Type Name of Awarding Authority)

Administrator, Capital Improvements
(Awarding Authority Title)

INSTRUCTIONS TO THE AGENCY:

1. Post a copy of this form on the Date and at the Location announced at the Bid Opening.
2. Mail a copy of this Form and the final Bid Tabulation to all responsive Bidders and OSE.